



August 25, 2021

INVITATION TO BID
BL083-21

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors to **Provide Painting and General-Purpose Maintenance Services on an Annual Contract** with four (4) additional one-year options to renew for various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **September 14, 2021**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website www.gwinnettcountry.com.

Questions regarding bids should be directed to Brittany Taylor, Purchasing Associate II, at Brittany.K.Taylor@GwinnettCounty.com or by calling 770-822-7759, no later than **August 31, 2021**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Brittany Taylor
Brittany Taylor
Purchasing Associate II

The following pages should be returned in duplicate as your bid: Bid Schedule, Pages 9-11
References, Page 12
Code of Ethics, Page 13
Everify Affidavit, Page 14
List of Subcontractors, Page 15

GENERAL REQUIREMENTS & SPECIFICATIONS

I. SCOPE OF SERVICES

The Gwinnett County is soliciting bids from qualified contractors for painting and general-purpose maintenance of County owned and/or maintained facilities. This bid contains two sections. Section A is Painting services and Section B is for General Purpose Maintenance. These services will be performed at facilities located throughout Gwinnett County.

Painting will be of varied types including, but not necessarily limited to the following: interior surfaces which may include walls, trim, floors, aquatic equipment, and ceilings; exterior facilities may include score booths, dugouts, foul poles, doors and frames, water fountains, pools, soffit, fascia, handrails, roofs, wooden truss and various types of metal structures. In addition, the contract includes preparation services such as pressure-washing services, sandblasting, and waterproofing. This contract will also include waxing and buffing of metal signs that have been previously painted with automotive paint. These signs will be located at (but not limited to) the entrances of each park and are approximately 110 square feet each. Invoices must reflect unit prices listed under Section A of the bid schedule.

General purpose maintenance services include but are not limited to the repair, replacement or installation of wood handrails, fascia, soffit, plywood, sheetrock, siding, decking, cabinetry, moldings, stucco, door jambs, glass, tile, VCT flooring, drop ceilings and miscellaneous carpentry services that would typically be the replacement of worn boards on boardwalks, piers, overlooks, decking and small bridges. Invoices must reflect unit prices listed under Section B of the bid schedule.

This is an on-demand contract. Each contractor must provide references that show experience in high volume on-demand painting or general-purpose repair services to be considered for award. Gwinnett County may award to multiple vendors. Bidders can bid on one or both sections.

II. GENERAL REQUIREMENTS

- A. The contractor must respond with a crew at the facility within one (1) week for normal business requests to schedule work unless otherwise agreed upon in writing with Gwinnett County Staff. Contractor will be required, on occasion with prior approval, to do different hourly shift work at same rate as on the bid schedule. Work must be completed within the requested timeline agreed to by the County and the Contractor. All job estimates must include a completion date and are subject to Vendor Performance Complaint if not completed on time.
- B. The contractor shall be responsible for all work. Gwinnett County allows the use of sub-contractors under this contract to fulfill the scope of work. Sub-contractors shall perform no work, unless pre-approved by the County. Sub-contractors should be disclosed on the attached form at the time of bid submission. If the bidder intends to use a sub-contractor to fulfill one entire segment of this contract, then the bidder should submit to the County references for the sub-contractor. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to sub-contractors and/or workers performing work under this contract. Sub-contractor shall be paid at the same labor rate and same materials marked up rate as stated on bid schedule. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor

shall not award more than seventy-five percent of the work to subcontractors on any project, without prior approval of the County Representative.

- C. Successful contractors shall execute and provide a Gwinnett County Government Consent Form for each employee and subcontractor to be working on site. A criminal history will be performed and approved prior to the employees/subcontractors being permitted on site. Once approved, the employees/subcontractors will be issued a contractor ID badge and this badge must be visibly worn at all times.
- D. Successful contractor(s) must adhere to all Local, State, Georgia EPD & Federal Regulations as mandated by the trade profession.
- E. There shall be at least one person, in a position of responsibility, representing the contractor on site at all times that is capable of translating from English to languages used by the work force.
- F. All surrounding areas to be clean and free from dirt or debris stains when job is complete.
- G. Inspect the site daily and do not leave the site without correcting any conditions caused by the work which would be hazardous to the public. Provide barricades, warning tape and other means to protect the public from hazardous conditions while work is in progress,
- H. Labor and materials shall carry a minimum one (1) year warranty against defects.
- I. Gwinnett County requests a minimum of three (3) references where services of similar size and scope have been completed in the past three (5) years. References should include experience with on demand contracting for painting and/or general-purpose maintenance services.

SECTION A: PAINTING

- A. The contractor shall provide all equipment (ladders, scaffolding, pressure washers, tools, supplies, etc.), and/or services required to complete specified work. **Normal supplies required for painting such as brushes, drop cloths, rollers, coveralls, gloves, paint shields, masking tape, trays, sandpaper, solvents, thinners, cleaning materials, sealers, caulk, etc. must be included as part of unit pricing and will not be reimbursed.** Gwinnett County will reimburse equipment rentals at cost only, no markup allowed. All equipment rentals require pre-approval by County staff.
- B. All surface materials (paints, primers, etc.) required will be listed on the invoice when submitted and charged at the stated percentage of mark-up over contractor's cost. Gwinnett County reserves the right to inspect/request proof of contractor cost at any time during the contract period. All invoices should be itemized by line items listed in the BID SCHEDULE.
- C. The Gwinnett County representative(s) will be designated upon award. The contractor shall not accept any request for painting without written approval with the designated representative(s).

- D. Contractor to replace rotten wood as defined in specifications ONLY with prior written approval of Gwinnett County staff.

MISCELLANEOUS PAINTING SPECIFICATIONS

A. Product

1. Paints and coatings must conform to all Federal, State, and local regulations, including VOC (Volatile Organic Compounds) rules at the time of application.
2. Below is the base line of products to be used for typical applications:
 - Interior latex- Sherwin Williams Promar 200
 - Exterior latex- Sherwin Williams Super Paint
 - Oil Based Paint (doors, dugouts, other metal) - Sherwin Williams Industrial Enamel
 - Alkyd Primer- Sherwin Williams Kemkromic
 - Int/ext. latex primer- Sherwin Williams Multi-purpose latex primer
 - Clear sealer (concrete block, slabs, etc.)- Sherwin William product code is 50.144155
 - Int/ext. acrylic coating- Sherwin Williams High Performance coating
 - Meguiar's cleaner wax or equivalent

Any use of a brand name is not to be restrictive, but to set a standard of quality to match the existing color scheme at the parks. All products used must be equal and approved by the County representative. Gwinnett County reserves the right to supply paint to the contractor.

Due to the wide variety of surfaces and applications; contractor should get prior approval of intended products to be used before starting any project. Products can be discussed and approved during the walk through with County staff before painting projects begins.

3. All materials (primer, undercoat, block filler, finish coats) must be compatible.
4. All paint and coating labels must be properly marked with appropriate size container, manufacturer name, product name, product code, color identification, batch code, VOC content, application guidelines, and storage information.

B. Preparation

1. General
 - a. Remove all surface contaminations such as oil, grease, loose paint, mill scale dirt, foreign materials, rust, mold, mildew, loose mortar, efflorescence and sealers for tight bonding to old paint in accordance with SSPC-SP1, "Solvent Cleaning". Solvent cleaning can be accomplished by using non-petroleum based cleaner. Be sure to change to clean rags or wiping cloths regularly to reduce possibility of recontamination of the surface and redistribution of greasy or oily residue.
 - b. Rotten wood must be replaced with approved material and primed.

- c. Unpainted galvanized metal surfaces must be wire brushed to remove deposits of "white rust" and then primed.
- d. Old glossy paint surfaces must be washed thoroughly with an abrasive cleaner to dull before painting.
- e. Spot prime any bare areas with an appropriate primer.
- f. Metal doors and jambs must be sanded to remove any rust, dirt, grease, mill scale, loose paint, oxides, and any other foreign matter then wiped down prior to priming with an appropriate cleaner.
- g. Dry wall surfaces and trim must be clean and dry. All nail heads must be re-set and spackled. Joints must be taped and covered with joint compound. Spackled nail heads and tape joints must be sanded smooth, and all dust removed prior to spot priming. Holes and rough spots in drywall and trim are to be filled in.
- h. Caulking is required, as needed.
- i. Other prep work may be required to insure a smooth, professional finished job.
- j. County representative reserves the right to inspect site between cleaning/prep and painting.
- k. Dugout Fencing: The successful Contractor is responsible for all chain link fence removal and re-installation to ensure complete paint coverage of the dugouts, foul poles or other surface to be painted that may be in direct contact with fencing.
- l. Score booth roofs are to be painted inside and outside of roof sections.
- m. Use of spray equipment is permitted for certain applications and must be approved in advance. Standard industry coatings must be adhered to and, if sprayer is used, two solid coats must be applied. Any overspray that affects related areas close to the sprayed areas must be removed at the discretion of the County.
- n. The pressure washing services for this contract are solely for preparation of surfaces to be painted and that all other pressure washing services will be covered under a separate Gwinnett County contract.

2. Interior

- a. Contractor must remove all furniture and cover floors in room/areas to be painted. Furniture may weigh up to 100 lbs. and may require more than one worker to successfully move. The cost of this preparation should be reflected directly in the unit cost for painting interior walls. If the job calls for removal of furniture that is *beyond the scope* defined above or *beyond reasonable expectations*, then the contractor should notify the department liaison of such hardships. Repeated failures to comply with the removal of furniture

specification may be grounds for the County to deem the vendor in default on their contract.

- b. Contractors to remove and reinstall all light switches, receptacles, cables, IT or telephone line wall plates. Fire sprinkler heads and air vents must be covered during painting to prevent clogging.
- c. "Wet Paint" signs must be placed in all areas of active paint and areas left following painting.

3. Exterior

All metal scoreboard poles, metal signposts (unless galvanized), metal railings, metal dug outs, metal score booths, metal gates and posts must be free of all rust, oil, grease, dirt, dust, mill scale, paint, oxides, corrosive products or other foreign matter before priming. Primer must be applied the same day to prevent rust from forming.

C. Application

1. General

- a. All product label directions must be read and followed.
- b. Materials shall be applied uniformly and be free from runs, sags, wrinkles, streaks, shiners, and brush marks.
- c. Primers, undercoat, and fillers are to be applied to a clean, dry surface according to manufacturers recommended application procedure.
- d. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with the manufacturer's label directions and VOC Regulations. The contractor should consult local authorities for updated information VOC content of coating regulations.
- e. At least 24 hours must be allowed between pressure washing and priming and first coat of paint to and between each coat of paint to allow for drying. To ensure compliance with specifications a Gwinnett County representative may inspect each coating prior to application of the next coat.
- f. All surfaces to be painted must be spot primed where bare wood or metal is present and a minimum of two coats of paint applied or until complete coverage is achieved - must be a minimum of 5 mils dry film thick.
- g. Prep work and painting shall follow manufacturer's recommendation, unless directed otherwise by county staff.
- h. At County's discretion, pressure wash all exterior surfaces prior to painting.
- i. Waxing and Buffing of the metal signs should not be done in direct sunlight and the contractor is expected to follow the manufacturer's suggested directions.

2. Interior

Adequate ventilation shall be maintained at all times to control excessive humidity, which will adversely affect the curing of coatings. The contractor is responsible for maintaining suitable temperature and ventilation during application and cure/dry time.

3. Exterior of buildings

Any rotted fascia, soffit and brick mold will be replaced with County approved material, primed and painted by the contractor. Gwinnett County must approve all replacement areas before work begins. Rotten is defined as deterioration marked in physical contexts when scraped with a thumbnail, leaves an indentation in the wood, crumbles, or falls into smaller pieces.

Fiber cement siding boards that are cracked, crushed, or otherwise deteriorated must be replaced with the County representatives' approval.

D. Deliveries, Storage, Handling, Protection and Safety

1. All paint and coatings must be delivered to the job site in manufacturer's original containers.
2. All paints and coatings are to be protected from freezing and stored according to manufacturer recommendations.
3. The contractor shall be fully responsible for having their equipment comply with current OSHA regulations, and to have available all Material Safety Data Sheets that pertain to the products used.

E. Quality Control

Any work not conforming to the specifications shall be removed or corrected and/or repainted as directed by the County's representative at no additional cost to the County.

F. Cleanup

1. Contractor will be responsible to maintain and leave the area in a clean and orderly condition and all paint spatters, contaminated rags, and trash shall be removed. Area shall be free from fire hazards relating to improperly stored rags, thinners, paints, etc.
2. Upon completion, the contractor is to remove all surplus materials that relate to his trade (scaffolds, etc.) from the premises. Windows shall be clean and free of excess paint and spatters.

SECTION B: GENERAL PURPOSE MAINTENANCE

General purpose maintenance will enable the County to accomplish small miscellaneous maintenance jobs that are not otherwise contained in the scope of work of other annual contracts. For example, this contract will be utilized for but not limited to the replacement of worn or damaged wood on boardwalks, piers, overlooks, decking, small bridges, and railings. Replacement materials will be approved by the County and the job cost would be labor plus the materials and markup. The contract may also be used for minor reconfiguration of interior spaces, such as removal or installation of walls, doors, glass, floors, ceiling, and millwork. Also, but not limited to minor repair, removal, replacement and installation of wooden features, such as light carpentry, tile and masonry inside and/or outside of County properties. General repair/carpentry work to be performed using current industry standards.

Electrical work, locks and cores, carpet & HVAC items will NOT be part of this work.

The contractor shall provide all equipment (ladders, scaffolding, tools, supplies, etc.), and/or services required to complete specified work. **Normal supplies required for carpentry such as hammers, nail guns, saws, sawhorses, pry bards, ladders, levels, etc. must be included as part of unit pricing and will not be reimbursed.** Gwinnett County will reimburse equipment rentals at cost only, no markup allowed. All equipment rentals require pre-approval by County staff.

All materials (lumber, fiber cement board, plywood, nails, etc.) required will be listed on the invoice when submitted and charged at the stated percentage of mark-up over contractor's cost. Gwinnett County reserves the right to inspect/request proof of contract cost at any time during the contract period. All invoices should be itemized by line items listed in the BID SCHEDULE. Gwinnett County reserves the right to supply materials to the contractor.

The contractor shall be fully responsible for having their equipment comply with current OSHA regulations, and to have available all Material Safety Data Sheets that pertain to the products used.

Contractor is responsible for the safety of their employees and citizens and must maintain a safe work zone at all times. Cordon off work areas as needed or as mutually agreed upon with a County representative.

Cleanup

Contractor will be responsible to maintain and leave the area in a clean and orderly condition and free of trash, debris, etc.

Upon completion, the contractor is to remove all surplus materials that relate to his trade from the premises. Scrap and debris must be properly disposed of from County property.

Failure to return this page as part of your bid document may result in rejection of bid.

BID SCHEDULE

Item #	Description	Approx. Annual Qty.		Unit Price	Total Price
Section A - Painting					
1	Score booth (including roof top/bottom)	43	ea	\$	\$
2	Bollards	307	ea	\$	\$
3	Dugouts (not including roof top)	59	ea	\$	\$
4	Dugouts (including roof top/bottom)	32	ea	\$	\$
5	Foul poles (single)	47	ea	\$	\$
6	Foul poles (w/cage)	48	ea	\$	\$
7	Doors/frames both sides	442	ea	\$	\$
8	Door & frame one side	258	ea	\$	\$
9	Door frame only	259	ea	\$	\$
10	Metal roofs	10,010	sf	\$	\$
11	Interior walls	248,011	sf	\$	\$
12	Water-sealing	31,212	sf	\$	\$
13	Fascia / 8" standard width	1,713	lf	\$	\$
14	Soffit	1,514	lf	\$	\$
15	Ceiling	25,215	sf	\$	\$
16	Exterior	12,016	sf	\$	\$
17	Handrails	19,017	lf	\$	\$
18	Goal posts	34	ea	\$	\$
Replacement and/or Installation					
1	Replace rotten wood (fascia) / 8" standard width	401	lf	\$	\$
2	Replace rotten wood (plywood)	2,002	sf	\$	\$
3	Pressure washing	57,003	sf	\$	\$
4	Sandblasting	59	hrs	\$	\$
5	Waxing and buffing of metal signs	7,265	sf	\$	\$
Time & Materials					
1	Hourly labor rate	5,501	hrs	\$	\$
2	State percentage of mark-up above cost for materials (Not to exceed 10%)	\$81,002.00		%	\$
Section A Total				\$	

COMPANY NAME _____

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BID SCHEDULE CONTINUED

Item #	Description	Approx. Annual Qty.		Unit Price	Total Price
Section B - General Purpose Maintenance					
Replacement and/or Installation					
1	Replace Rotten wood (fascia) / 8" standard width	601	lf	\$	\$
2	Brick Mold	352	lf	\$	\$
3	Soffit	303	sf	\$	\$
4	Replace Rotten wood (plywood)	2104	sf	\$	\$
5	Pressure washing	125,005	sf	\$	\$
6	Masonry floors	21,006	sf	\$	\$
7	Wood structures	2,007	sf	\$	\$
8	Support rails	1,508	sf	\$	\$
9	Small cabinets and associated hardware	2,009	sf	\$	\$
10	Molding and trim	1,810	sf	\$	\$
11	Baseboards	1,461	sf	\$	\$
12	Wall structures	2,012	sf	\$	\$
13	Tile	2,013	sf	\$	\$
14	Carpet	11,014	sf	\$	\$
Time & Materials					
1	Hourly labor rate	15,201	hrs	\$	\$
2	State percentage of mark-up above cost for materials (Not to exceed 10%)	\$204,002.00		%	\$
SECTION B TOTAL					\$

SECTION A TOTAL	\$
SECTION B TOTAL	\$
OVERALL TOTAL	\$

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin December 20, 2021 or upon award.

Unless otherwise noted, quoted prices will remain firm for four (4) additional one-year renewal periods. If a percentage decrease will be a part of this quote, please note this in the space provided together with an explanation. If a percentage increase will be a part of this quote, please note this in the space provided together with an explanation.

RENEWAL OPTION ONE: _____ % Increase/Decrease (circle one)

RENEWAL OPTION TWO: _____ % Increase/Decrease (circle one)

RENEWAL OPTION THREE: _____ % Increase/Decrease (circle one)

RENEWAL OPTION FOUR: _____ % Increase/Decrease (circle one)

COMPANY NAME _____

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BID SCHEDULE CONTINUED

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Certification of Non-Collusion In Bid Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID: _____

Address: _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature: _____

Print Authorized Representative's Name: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) references where services of similar size and scope have been completed in the past three (5) years.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

2. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

3. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

Company Name _____



BL083-21, Provide Painting and General-Purpose Maintenance Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20____
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

SAMPLE

GWINNETT COUNTY GOVERNMENT
Department of Support Services and Gwinnett County Sheriff's Office
Consent Form

I, _____ hereby authorize the
(print name)

Gwinnett County Sheriff's Office to receive all criminal history and driving history records information pertaining to me, which may be in the files of any state or local criminal justice agency. I understand that permission for me to work within Gwinnett County facilities and receive an Identification Card for such purposes will be contingent upon the results of a complete background investigation; and I am aware that withholding information or making false statements on this form will be a basis for rejecting my submission for work within County facilities, or upon discovery, withdrawal of the permission to work within County facilities, and the required return of the associated County issued Identification Card.

I authorize any of the persons or organizations referenced in this application to give to you any and all information concerning my criminal history record and driving history record, and any other information they might have, personal or otherwise, and release all such parties from all liability for any damage that may result from furnishing such information to you. I further authorize you to request and obtain any criminal history and driving history records from any federal, state, or local jurisdictions or law enforcement agencies and release all such parties from all liability for any damage that may result from furnishing such information to you.

I agree to these conditions, and I hereby certify that all statements made by me on this application are true and complete.

Signature of applicant as usually written

Date

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

Instructions: Please type or print legibly in ink. All questions must be answered; if a question is not applicable, so state by indicating NA (not applicable). Please be specific when completing the form to ensure all information is complete, true, and correct. Omission of facts will be perceived as falsification and will be the basis for rejection of your submission, or upon discovery, withdrawal of the County issued ID and permission for work within County facilities.

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

List any nicknames, maiden names and other names you have used _____

Current Address _____

Current Telephone Number _____

List previous addresses for last five years:

Dates	Street Address	City	State
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have you ever been convicted of or plead guilty or no contest to a felony or misdemeanor, excluding all offenses for which you were charged as a juvenile? ___Yes ___No

If yes, provide details

List all traffic citations that you have received within the last five years:

Date	Charge	Location	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you possess a valid driver's license? _____Yes _____No

State _____ License Number _____

Date of expiration _____ Restrictions _____

Do you hold or have you ever held a license in any state other than the one listed above?
_____Yes _____No

If yes, please indicate state(s) and approximate dates license(s) were held _____

Have you ever had your license suspended or revoked? _____Yes _____No

If yes, provide details _____

SAMPLE

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

BL083-21

Buyer Initials: BT

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

WINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid**

submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract

is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance

of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.